

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
CROTONA 1967 CORP.,

Plaintiff,

-against-

VIDU BROTHER CORP., and  
HARSHAD PATEL,

Defendants.  
-----X

STIPULATION OF SETTLEMENT

10-CV-6004 (SMG)

IT IS HEREBY STIPULATED AND AGREED, by and amongst the parties hereto, to dispose of the above captioned action, defenses and counterclaims, and all other rights and obligations of the parties herein against each other, the following terms:

1. **RECITALS:** The plaintiff party of the first part and the two defendants party of the second part are desirous of adjusting, disposing of, and liquidating all of their rights and obligations against each other;

2. **PERFORMANCE:** In furtherance of such a resolution, the defendants agree to convey to plaintiff herein, or a nominee of plaintiff's choice, all of the defendants' rights, title, and interest in the premises known as 282-292 Meeker Avenue, Brooklyn, New York, block 2742, lot 9, in the County of Kings New York within seven days of execution hereof said legal description being set forth in Schedule "A" annexed hereto; being and intended to be the same premises conveyed by deed October 12, 2007 and recorded on December 4, 2007; \*\*

3. The deed of conveyance to be executed and acknowledged by the defendants shall be a Bargain and Sale Deed with Covenants Against Grantor's Acts;

\* the subject premises of this action.  
\*\* Plaintiff to be responsible for all recording charges and fees associated with Defendants' transfer of ownership

4. The plaintiff, together with its assignor ACE HOTELS HOLDING, LLC, shall exchange with the defendants a Julius Blumberg corporate and an LLC General Release, all of which releases shall release all rights and claims which any plaintiff or its assignor may have ever had against defendants, and defendants shall exchange with plaintiff a Corporate and Individual General Release in Julius Blumberg form releasing any rights or claims which defendants ever had against the plaintiff or its assignors or their principals, offices employees or defendants. \*\*

5. FURTHER PERFORMANCE: Each party shall execute within seven days of notice any document reasonably necessary to further effectuate this Stipulation of Settlement, or to correct any mistakes or omissions;

6. CHOICE OF LAW: The Law of the State of New York shall govern the construction and enforcement of this Stipulation of Settlement;

7. COUNSEL: The parties hereto have each had benefit of counsel; Codella & Socorro, P.C. represents plaintiff and the office of Perry Ian Tischler represents both defendants; all the parties acknowledge having had ample time to review, consult with counsel, and evaluate this settlement prior to execution hereof; all parties acknowledge being sophisticated investors;

8. FILING: Any party may file this Stipulation of Settlement at any in federal court time without notice to the other side;

9. FURTHER ENFORCEMENT BY COURT: The court's clerk may at his/her option, mark the court's docket and file "closed" upon the filing of this stipulation; however any party may apply to the court at any time to seek enforcement of this stipulation by reopening the file for said limited purposes;

\*\* The General Releases to be exchanged are intended to be a full and unconditional release of any liabilities between the parties hereto.

10. **SATISFACTION OF JUDGMENT:** In addition to the aforesaid general releases, the plaintiff, upon full performance by the defendants specified above, shall execute and deliver to counsel for defendants a Satisfaction of Judgment, duly executed and acknowledged in a Julius Blumberg format suitable for filing with the clerk of any court, County clerk or other governmental clerk's office, declaring satisfied in full the judgment of this court rendered February 8, 2013 and as also in the form resulting from several nunc pro tunc amendments. All other claims

as to  
counsel  
fees and  
interest  
shall be  
deemed  
waived.

11. Each signatory to this Stipulation represents and warrants he or she is fully authorized to execute this instrument, for himself and for his entity, and all successors, assigns and representatives.

12. The corporate defendant herein Vidu Brothers Corp. is hereby amended to read "Vidu Brother Corp," on the judgment and all other documents in this action, including this Stipulation of Settlement.

Dated: March 24, 2013

  
CROTONA 1967 CORP.

  
SANFORD COHEN

  
VIDU BROTHER CORP.  
aka VIDU BROTHERS CORP.

  
HARSHAD PATEL

By: \_\_\_\_\_